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REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH THAT JODY L. HERR and CARLA S. HERR, of Lake County, as MORTGAGORS, MORTGAGE AND WARRANT TO WILLIAM C. HERR, JR. and RUTH HERR as Trustees under the provisions of the Trust Agreement dated March 8, 1996, of Lake County, Indiana, as MORTGAGEE, the following real estate in Lake County, State of Indiana, to-wit:

(See Attached Legal)

as well as the rents, profits and any other income which may be derived therefrom, to secure the performance of all conditions and stipulations of this agreement and:

- A. To secure the payment, when the same shall become due, of the following indebtedness of even date herewith: One Million One Hundred Eighty-seven Thousand Five Hundred Four Dollars (\$1,187,504.00), with interest at the rate of 4.86% per annum computed semi-annually.
- B. Also securing any renewal or extension of such indebtedness.
- C. Also securing all future advances to the full amount of this mortgage.
- D. Also securing all indebtedness or liabilities incurred by the holder hereof for the protection of this security or for the collection of this mortgage.

Mortgagor further covenants and agrees as follows:

- 1. To keep all buildings, fixtures and improvements on said premises, now or hereafter erected thereon, and all equipment attached to or used in connection with the fixtures on said premises herein mortgaged insured against loss or damage by fire, windstorm and extended coverage in such sums and with such insurers as may be approved by Mortgagee as a further security for said indebtedness, which insurance policy or policies shall carry a mortgage clause with loss payable to Mortgagee in form satisfactory to Mortgagee to be delivered to possession of Mortgagee to be held continuously through period of the existence of said indebtedness or any portion thereof.
- 2. To exercise due diligence in the operation, management and occupation of said real estate and the improvements thereon and not to remove or suffer to be removed any fixtures and/or appliance, now or hereafter placed on said premises; and to keep said real estate and improvements thereon in their present condition and repair, normal and ordinary depreciation excepted; Mortgagor shall not do or suffer to be done any acts which will impair the security of this mortgage nor any illegal or immoral acts on said premises; and Mortgagee shall have the right to inspect said premises at all reasonable times.

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3. The holder of this obligation may renew the same or extend the time of payment of the indebtedness or any part thereof or reduce the payments thereon; and any such renewal, extension or reduction shall not release any maker, endorser, or guarantor from any liability on said obligation.

4. No sale of the premises hereby mortgaged or extension of time for the payment of the debt hereby secured shall operate to release, discharge or modify in any manner the effect of the original liability of the Mortgagor; and any extension of time on this mortgage by Mortgagee or his assigns, without the consent of the holder of any junior lien or encumbrance, shall not operate to cause a loss of the priority of this mortgage over such junior lien. Mortgagee shall be subrogated to any lien or claim paid by moneys advanced and hereby secured.

5. All terms of this mortgage shall be binding on each and all successors in ownership of said real estate, as well as upon all heirs, executors, administrators of Mortgagor or successors in ownership.

6. For purposes of notices, Mortgagees address is: 9804 W. 219th Avenue, Lowell, IN 46356.

DATED this 4 day of June, 2007.



JODY L. HERR



CARLA S. HERR

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 4 day of June, 2007, personally appeared: **JODY L. HERR and CARLA S. HERR** and acknowledged the execution of the foregoing mortgage.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires
July 18, 2009
Resident of Lake County

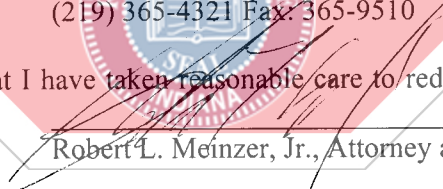


ROBERT L. MEINZER, JR.
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

ROBERT L. MEINZER, JR. #9132-45
MEINZER & BABINEAUX, Attorneys at Law
9190 Wicker Avenue, P.O. Box 111, St. John, IN 46373-0111
(219) 365-4321 Fax: 365-9510

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.



Robert L. Meinzer, Jr., Attorney at Law

PARCEL 3:

THE NORTH HALF LYING WESTERLY OF THE RIGHT OF WAY OF THE CHICAGO, INDIANA AND SOUTHERN RAILWAY, NOW THE PENN CENTRAL LINE; ALSO THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE WEST 30 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 16, TOWNSHIP 32 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA;

EXCEPT THEREFROM THE EAST 700 FEET OF THE WEST 3141.53 FEET OF THE SOUTH 622.29 FEET OF THE NORTH HALF OF THE SOUTH HALF OF SECTION 16, TOWNSHIP 32 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA.

EXCEPT THEREFROM PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 32 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTHEAST QUARTER THAT IS 427 FEET WEST OF THE SOUTHEAST CORNER OF THE WEST 30 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, THENCE NORTH 4 DEGREES 44 MINUTES WEST 630.50 FEET; THENCE SOUTH 90 DEGREES WEST, 693.24 FEET, THENCE SOUTH 4 DEGREES 44 MINUTES EAST, 630.50 FEET TO THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTHEAST QUARTER, THENCE NORTH 90 DEGREES EAST ALONG SAID SOUTH LINE 693.24 FEET TO THE PLACE OF COMMENCEMENT, AND ALSO EXCEPT THEREFROM A PARCEL OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 32 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 16 A DISTANCE OF 2710 FEET TO A POINT, THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID SECTION 16 A DISTANCE OF 70 FEET TO A POINT, THENCE WEST ALONG A LINE PARALLEL TO THE NORTH LINE OF SECTION 16, TO THE WEST LINE OF SAID SECTION 16, THENCE NORTH TO THE PLACE OF BEGINNING, HEREBY RESERVING UNTO THE GRANTORS, THEIR HEIRS AND ASSIGNS, FOR AND IN FULL RIGHT AND LIBERTY FOR THEM, THEIR TENANTS, EMPLOYEES, VISITORS AND LICENSEES, IN COMMON WITH ALL OTHERS HAVING THE LIKE RIGHT, AT ALL TIMES HEREAFTER, WITH OR WITHOUT VEHICLE OF ANY DESCRIPTION, FOR ALL PURPOSES CONNECTED WITH THE USE AND ENJOYMENT OF THE SAID LAND HEREIN CONVEYED, TO PASS AND REPASS



ALONG THE SAID PRIVATE ROAD TO BE CONSTRUCTED THEREON FOR PURPOSES OF EXIT ONTO U.S. ROUTE 41, TOGETHER WITH THE FULL AND FREE RIGHT IN LIBERTY TO CONSTRUCT DRAINAGE FACILITIES ON, ALONG OR ACROSS SAID REAL ESTATE, SO LONG AS SAID DRAINAGE FACILITIES DO NO INTERFERE WITH THE GRANTEE'S RIGHT TO USE OF THE PROPERTY; ALSO THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 32 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA LYING WESTERLY OF THE RIGHT OF WAY OF THE CHICAGO, INDIANA AND SOUTHERN RAILWAY, NOW THE PENN CENTRAL LINE AND NORTH OF THE HIGHWAY IN LAKE COUNTY, INDIANA.

EXCEPT THEREFROM A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 32 NORTH, RANGE 9 WEST, IN LAKE COUNTY, INDIANA, AND BEING THAT PART OF THE GRANTOR'S LAND LYING WITHIN THE RIGHT OF WAY LINES DEPICTED ON THE ATTACHED RIGHT OF WAY PARCEL PLAT, MARKED EXHIBIT "B", DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER-QUARTER SECTION; THENCE NORTH 89 DEGREES 58 MINUTES 10 SECONDS EAST 496.69 FEET ALONG THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION TO A CORNER OF THE SAID GRANTOR'S LAND; THENCE NORTH 0 DEGREES 04 MINUTES 00 SECONDS WEST 13.26 FEET TO THE NORTH BOUNDARY OF WEST 219TH AVENUE; THENCE NORTH 89 DEGREES 54 MINUTES 15 SECONDS EAST 99.64 FEET ALONG SAID BOUNDARY TO THE POINT OF BEGINNING OF THIS DESCRIPTION DESIGNATED AS POINT "63" ON SAID PLAT; THENCE NORTH 83 DEGREES 33 MINUTES 50 SECONDS EAST 135.83 FEET TO POINT "64" ON SAID PLAT; THENCE NORTH 89 DEGREES 54 MINUTES 15 SECONDS EAST 175.00 FEET TO POINT "65" ON SAID PLAT; THENCE SOUTH 80 DEGREES 05 MINUTES 16 SECONDS EAST 86.31 FEET TO SAID NORTH BOUNDARY DESIGNATED AS POINT "66" ON SAID PLAT; THENCE SOUTH 89 DEGREES 54 MINUTES 15 SECONDS WEST 395.00 FEET ALONG SAID BOUNDARY TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA.

This Document is the property of
the Lake County Recorder!

Commonly known as: 9804 WEST 219TH AVENUE
LOWELL, IN 46356

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